Lodger Agreement

FOR HOUSEHOLDERS AND LODGERS IN ENGLAND

A licence for a lodger to live in a room in the Householder's own home, sharing the kitchen, bathroom or living room with the Householder.

How to use: fill in every field, tick the options that apply and whether each optional clause applies, then both sign. Complete Schedule 1 together on move-in day. The last page is a checklist for the Householder only and is not part of the agreement.

DATE OF THIS AGREEMENT _____ THE ROOM _____ *e.g. the double bedroom at the front of the first floor*

HOUSEHOLDER FULL NAME _____

HOUSEHOLDER PHONE _____ HOUSEHOLDER EMAIL _____

LODGER FULL NAME _____

LODGER PHONE _____ LODGER EMAIL _____

PROPERTY ADDRESS

Full address including postcode (the Property).

Shared areas the Lodger may use:

☐ Kitchen ☐ Bathroom ☐ Living room ☐ Garden ☐ Laundry ☐ Other

OTHER SHARED AREAS _____ AREAS THE LODGER MAY NOT USE _____ *e.g. the Householder's bedroom and study*

Who this agreement is for. Use it only if all of these are true: you live at the Property as your only or main home, and did so immediately before the agreement starts; you'll still live there when it ends; you share a kitchen, bathroom or living room with the Lodger; and you'll have no more than 2 lodgers. If the Lodger will have a self-contained annexe or share no living space with you, they may have more rights: get advice before either of you relies on this agreement.

1. What this agreement is

1.1 The Householder gives the Lodger permission to live in the Room and to use the shared areas, on the terms below. The Householder and the Lodger intend this to be a licence, not a tenancy. Whether it is in law depends on how the arrangement works in practice.

1.2 The Householder lives at the Property as their only or main home, did so immediately before this agreement started, and shares the areas ticked above with the Lodger.

2. Start date and length

2.1 The agreement starts on the date below and continues from period to period (weekly or monthly, as ticked) until either party ends it under clause 9.

START DATE _____

Rental period:

☐ Week to week ☐ Month to month

2.2 (Optional) If this clause applies, neither party will give notice ending the agreement before the date below.

Clause 2.2 applies:

☐ Yes ☐ No

NO NOTICE BEFORE (DATE) _____

3. Rent and bills

3.1 The rent is the amount below per week or month (as ticked in clause 2), paid in advance on the day shown of each week or month, by the method shown.

RENT (£) _____ **PAYMENT DAY** _____ *e.g. 1st of each month, or every Friday*

PAYMENT METHOD _____ *Bank transfer, standing order or other*

3.2 The rent includes the items ticked below. Any council tax contribution, cleaning or meals the Householder provides are included in the rent and not charged separately.

Included in the rent:

☐ Gas ☐ Electricity ☐ Water ☐ Council tax contribution ☐ Broadband

☐ TV licence ☐ Cleaning of shared areas ☐ Meals ☐ Laundry ☐ Other

OTHER INCLUDED ITEMS _____

3.3 (Optional) If this clause applies, the Lodger pays separately only for the items ticked below, on the cost basis shown. The Householder will show the bills on request. The Householder will not ask for any other payments, apart from the rent, the deposit and any payment the Tenant Fees Act 2019 allows.

Clause 3.3 applies:

☐ Yes ☐ No

Paid separately:

☐ Gas ☐ Electricity ☐ Water ☐ Broadband or phone ☐ TV licence

COST BASIS _____ *Actual cost shared equally, metered use, or another fair basis (describe it).*

3.4 The Householder may change the rent by giving at least one full rental period's written notice. If clause 2.2 applies, no change will take effect before the date in that clause.

4. Deposit (optional)

4.1 If this clause applies, the Lodger has paid the deposit below. It is no more than 5 weeks' rent (or 6 weeks' rent if the annual rent is £50,000 or more), as the Tenant Fees Act 2019 requires. The Householder will give the Lodger a written receipt.

Clause 4 applies:

☐ Yes ☐ No

DEPOSIT (£) _____ **RETURNED WITHIN (DAYS)** _____ *e.g. 14*

4.2 The Householder will return the deposit within the number of days above after the Lodger leaves and returns all keys. The Householder may deduct only sums the Lodger lawfully owes under this agreement, supported by evidence: unpaid rent; the reasonable cost of putting right damage beyond fair wear and tear; the reasonable, evidenced cost of replacing lost keys; and any unpaid bills under clause 3.3. The Householder will give the Lodger a written, itemised list of any deductions.

4.3 A resident landlord does not have to protect a lodger's deposit in a government-approved scheme.

5. The Householder agrees to

5.1 Keep the Property, its gas and electrical installations and appliances, and the furniture provided, safe and in good repair.

5.2 Have every gas appliance and flue at the Property checked by a Gas Safe registered engineer at least every 12 months, give the Lodger a copy of the current gas safety record before they move in, and give them each new record within 28 days of the check.

5.3 Give the Lodger keys to the Property and the Room (if the Room has a lock).

5.4 Respect the Lodger's privacy, and knock before entering the Room except in an emergency.

6. The Lodger agrees to

6.1 Pay the rent on time.

6.2 Keep the Room clean and tidy, take reasonable care of the Property and its contents, and report any damage or repairs needed promptly.

6.3 Pay the reasonable, evidenced cost of repairing damage they, or their visitors, cause, other than fair wear and tear.

6.4 Follow the House Rules in Schedule 2.

6.5 Not let anyone else live in the Room, and not have guests stay overnight for more than the number of nights below in any month without the Householder's agreement.

OVERNIGHT GUEST LIMIT (NIGHTS PER MONTH) _____

6.6 Not change the locks, have keys copied, keep pets, or run a business from the Property without the Householder's written agreement.

6.7 Not cause a nuisance or annoyance to the Householder, other members of the household or neighbours.

7. Access to the Room

7.1 The Householder may enter the Room to clean it (if cleaning is included), to carry out checks or repairs, or in an emergency. Except in an emergency, they will knock and, where practical, give notice. Otherwise, the Householder will respect the Lodger's privacy.

8. Right to rent

8.1 The Householder completed the required right to rent check on the date below, before the Lodger moved in. If the Lodger's right to rent is time-limited, the Lodger will cooperate with a follow-up check when it is due.

RIGHT TO RENT CHECK DATE _____

9. Ending the agreement

9.1 Either party can end this agreement by giving the other at least the notice below in writing. (Guidance: one rental period is a practical starting point, so one month's notice if rent is paid monthly.)

NOTICE PERIOD _____ *One rental period, or another period you agree.*

9.2 The parties can also agree in writing to end it sooner.

9.3 When the agreement ends, the Lodger must leave the Property, remove their belongings and return all keys.

9.4 If the Lodger is an excluded occupier and this agreement has lawfully ended, the Householder does not need a court order to recover the Room. The Householder will never use or threaten violence, or harass the Lodger, to make them leave.

10. Belongings left behind

10.1 If the Lodger leaves belongings at the Property after the agreement ends, the Householder will deal with them in line with the Torts (Interference with Goods) Act 1977, including giving any notice the Act requires, before selling or disposing of them, and will account to the Lodger for any sale proceeds, less any costs of sale the Act allows.

11. Personal information

11.1 The Householder will keep the Lodger's personal information securely and use it only to manage this agreement and meet legal duties. Right to rent evidence will be kept for the length of the agreement and for at least 1 year after it ends, then securely destroyed.

12. Notices and general

12.1 Notices must be in writing, delivered by hand, by post, or by email to the addresses in this agreement.

12.2 Any change to this agreement must be in writing and signed by both parties.

12.3 This agreement is governed by the law of England and Wales.

Signed by the Householder

HOUSEHOLDER NAME _____ SIGNATURE _____

DATE _____

Signed by the Lodger

LODGER NAME _____ SIGNATURE _____

DATE _____

No witness is needed: this is a simple agreement, not a deed.

Schedule 1: Room and contents

Complete together on move-in day. Add dated photos if you can.

ITEM	CONDITION AT MOVE-IN	NOTES
Bed		
Mattress		
Wardrobe		
Drawers		
Desk		
Chair		
Curtains or blinds		
Lighting		
Carpet or flooring		
Walls and decor		
Window		
Door and lock		

KEYS GIVEN _____

Number and type, e.g. 1 front door, 1 room key.

Schedule 2: House rules

Part of this agreement under clause 6.4. Write "None" where a rule doesn't apply.

QUIET HOURS	
OVERNIGHT GUESTS	
SMOKING AND VAPING	
USE OF THE KITCHEN AND FOOD STORAGE	
CLEANING ROTA	
LAUNDRY	
HEATING AND HOT WATER	
BINS AND RECYCLING	
PETS	
PARKING	
ANYTHING ELSE	

Before your lodger moves in For the Householder only - not part of the agreement

- [ ] **Consents:** get consent from your mortgage lender, freeholder (if leasehold) and home insurer.
- [ ] **Right to rent:** do the check before move-in (the Home Office online service with a share code where it applies), record the date in clause 8, and keep the evidence securely for the whole agreement and at least 1 year after.
- [ ] **Gas safety:** get the annual gas safety check done and give the lodger the current record before they move in.
- [ ] **Alarms:** fit and test smoke alarms, and a CO alarm near any fuel-burning appliance (recommended).
- [ ] **References and condition:** take references, record the room's condition with dated photos, and keep any deposit within 5 weeks' rent (a holding deposit within 1 week's rent).
- [ ] **Council tax:** tell the council if you lose the single person discount.
- [ ] **Tax:** check whether Rent a Room relief covers your rent income.
- [ ] **More than 2 lodgers?** HMO rules may apply: check with your council first.

LEGAL NOTES

Who counts as a lodger: A lodger lives in the householder's own home and shares a kitchen, bathroom or living room with them. They are usually an excluded occupier under the Protection from Eviction Act 1977. Status depends on how the arrangement works in practice, not on what the agreement calls it.

Ending the agreement: Give the notice agreed in clause 9 in writing. If the lodger is an excluded occupier and the agreement has lawfully ended, no court order is needed, but you must never use or threaten violence, or harass a lodger, to make them leave.

Fees and deposits: The Tenant Fees Act 2019 applies to lodgers. A deposit can't be more than 5 weeks' rent (6 weeks' if the annual rent is £50,000 or more), a holding deposit can't be more than 1 week's rent, and only permitted payments may be charged. A lodger's deposit doesn't need to be protected in a government-approved scheme.

SCOPE

This agreement is for householders in England who live in the property as their only or main home and share living space with no more than 2 lodgers. It is not for Wales, Scotland or Northern Ireland, lodgers who share no living space with the householder, three or more lodgers, or lettings through an agent or a company.

DATA PROTECTION

This agreement records personal data about the householder and the lodger. Handle it in line with UK GDPR: keep it secure, share it only with those who need it, and keep it only as long as you need it, including right to rent evidence for at least 1 year after the agreement ends.

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